90 FLRR 1-1465

NWSEO and Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service

Federal Labor Relations Authority

0-NG-1619; 37 FLRA No. 26; 37 FLRA 392

September 20, 1990

Judge / Administrative Officer

Before: McKee, Chairman, Talkin and Armendariz, Members

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Case Summary

THE UNION'S PROPOSAL TO DETERMINE THE EFFECTS ON COMMUTING OF A PROPOSED CHANGE IN STARTING TIME WAS NEGOTIABLE. The agency announced its intention to move the starting time of the day shift back from 7 a.m. to 7:30 a.m. to cause an overlap with the swing shift. The FLRA found that the employer's proposed action constituted an exercise of its right to assign work, 5 USC 7106(a)(2)(B) and to determine the number of employees assigned to a tour of duty, 5 USC 7106(b)(1). Therefore, the change was negotiable only as to impact and implementation. The union proposed that there be a two-week trial period for the 7:30 a.m. start. Unit employees and "perhaps management" could record their commuting times. Thereafter, the shift would start at 7 a.m. for two weeks. A comparison of the commuting times would determine which starting time was more advantageous from that point of view. Following the test period, the starting time would revert to 7 a.m. pending the conclusion of negotiations. The FLRA found that the proposal did not require management to record commuting times. It merely suggested that it do so. The proposal did not condition implementation of the new work schedule on the outcome of the test. Management would only be required to reconsider its decision in light of the test results. Finally, the requirement to hold the change in abeyance pending the outcome of bargaining merely obliged management to fulfill its statutory obligations with regard to bargaining. The proposal was negotiable.

Full Text

DECISION AND ORDER ON NEGOTIABILITY ISSUE

I. Statement of the Case

This case is before the Authority on a negotiability appeal filed by the Union under section 7105(a)(2)(E) of the Federal Service Labor-Management Relations Statute (the Statute). The appeal concerns one proposal involving changes in starting and quitting times of shifts worked by weather forecasters and technicians at the Honolulu Weather Service Forecast Office (WSFO).

For the following reasons, we conclude that the Union's proposal is negotiable.

II. Background and Proposal

The Honolulu WSFO operates on a 24-hour schedule, with three shifts scheduled as follows:

Midnight Shift: Midnight to 8:00 a.m. Day Shift: 7:00 a.m. to 3:30 p.m. Swing Shift: 3:30 pm. to Midnight

The Agency notified the Union that it planned to change the starting and quitting times of the day shift from 7:00-3:30 to 7:30-4:00, thereby reducing the overlap between the morning and midnight shifts by one-half hour and establishing a half-hour overlap between the day and swing shifts.

In response, the Union proposed the following:

NWSEO proposes that a two-week trial commence as soon as practicable with a 7:30 am start. PERHAPS MANAGEMENT AS WELL AS bargaining unit members could record their commute times for that period. For a succeeding two weeks, BOTH MANAGEMENT AND bargaining unit employees would begin their day shift at 7 am. A comparison of the commute times would establish the validity of each party's claim. Following the test period, the starting time would remain 7 am until negotiations are held in Honolulu, unless either party conceded the point.

Petition for Review at 3-4 (emphasis in capitals).

III. Positions of the Parties

A. The Agency

The Agency asserts that the Union's proposal is nonnegotiable because it directly interferes with its rights to assign work, determine the mission of the Agency, and determine the numbers, types, and grades of employees.

First, the Agency contends that the Union's proposal excessively interferes with its right to assign work under section 7106(a)(2)(B). The Agency asserts that "[i]nherent in the right to assign work is the discretion to decide when an assignment will begin and end." Statement of Position at 6. The Agency argues that the Union's proposal does not constitute an appropriate arrangement because it does not focus on actions and effects which flow from the decision to change the work schedule and implement a shorter shift overlap. Rather, the Agency asserts that the Union's proposal "is directed at the decision to impose the new job requirements." Id. at 7.

The Agency also asserts that the "change in the amount of time of the overlap of the mid-shift and day shift is not a change in the conditions of employment but a change in the assignment of duties." Id. at 8. The Agency further contends that, contrary to the Union's assertion, the schedule change will have a "de minimis" effect on employees' commuting time. Id. at 9. According to the Agency, the employees "for the most part, already commute during the densest part of the rush hour." Id. at 10.

The Agency also contends that the change in starting and quitting times is an exercise of its right, under section 7106(b)(1) of the Statute, to determine the numbers, types or grades of employees or positions assigned to a tour of duty. The Agency asserts that the schedule change "would decrease the overlap of a number of meteorologists and met[eorological] tech[nicians] present for the morning change of shift, a total of five, from one hour to one-half hour." Id. at 7-8. The Agency states that "[r]educing the overlap time is equivalent to and has the same effect as reducing the number of employees on the day shift." Id.

Finally, the Agency states that the newly created half-hour overlap between the day and swing shifts enhances the Agency's ability to accomplish its mission, which is to provide effective weather forecasts to the public. The Agency contends that because forecast services are in greater demand during the day and swing shifts, more forecasters are needed during those shifts than during the midnight shift.

B. The Union

The Union states that the intent of its proposal is "to establish by empirical evidence whether the union or management is correct on its claim about the effort [sic] the change would (or would not) have on employees' commuting time, and then to withhold permanent implementation of the change in starting times until the matter could be further studied and negotiated." Petition for Review at 4. The Union states further, that "[m]anagement would also be required to 'reconsider' (not necessarily negotiate) its decision to make their schedule change once it has the data that would result from this study." Reply Brief at

3. The Union asserts that "[t]here is no infringement on management's rights for an agency to develop jointly with a union data on the impact of a management change and to RECONSIDER making that change after consideration of such impact data." Id. (emphasis in original).

The Union asserts that it "does not believe negotiations over the starting and quitting time of the day shifts impacts [sic] on management's rights." Petition for Review at 4. The Union also argues, in the alternative, that its proposal is "intended to serve as an appropriate arrangement for employees who are adversely affected by a longer commuting time. . . ." Id. at 4-5. The Union claims that its proposed arrangement also ameliorates the adverse effects on midnight shift employees, who will no longer be assisted at the end of their shift by employees reporting to the day shift. Reply Brief at 2. The Union argues that the proposal's "infringement on management's right to assign work will be minimal and temporary--not 'excessive' and permanent as the agency claims."

IV. Analysis and Conclusions

A. Background

The duty to bargain under the Statute requires that, absent a clear and unmistakable waiver of bargaining rights, parties satisfy their mutual obligation to bargain before implementing changes in conditions of employment of unit employees. See, for example, Department of the Air Force, Scott Air Force Base, Illinois, 5 FLRA 9 (1981). With respect to management-initiated changes, a union must be provided with notice of the change and an opportunity to bargain, to the extent consistent with the Statute, over the change. Id. at 10-11.

The extent to which an agency is required to bargain over changes in conditions of employment depends on the nature of the change. Specifically, a union may be entitled under the Statute to negotiate over the actual decision to implement the change. See, for example, Department of the Navy, Puget Sound Naval Shipyard, Bremerton, Washington, 35 FLRA 153, 155 (1990) (agency obligated to bargain over the "substance" of its decision to institute a new smoking policy). An agency's decision to change a condition of employment may constitute an exercise of a management right under section 7106, however. If so, the agency only is obligated to bargain over the impact and implementation of the decision. See, for example, Department of Health and Human Services, Social Security Administration, Baltimore, Maryland and Social Security Administration, Jamestown, New York District Office, Jamestown, New York, 34 FLRA 765, 770 (1990) (agency's decision to change aspects of its break policy constituted exercise of its rights to direct employees and assign work and was, therefore, negotiable only as to impact and implementation). See also Department of the Interior, U.S. Geological Survey, Conservation Division, Gulf of Mexico Region, Metairie, Louisiana, 9 FLRA 543, 545-46 (1982) (although agency was required to change method of paying overtime to comply with law, agency was obligated to provide the union with notice of the change and an opportunity to bargain over its impact and implementation).

In addition, an agency is not obligated to bargain over the impact and implementation of a decision to change conditions of employment if the effect of the change on working conditions is de minimis. See generally Department of Health and Human Services, Social Security Administration, 24 FLRA 403 (1986). See also U.S. Department of Health and Human Services, Social Security Administration, Baltimore, Maryland and Social Security Administration, Fitchburg, Massachusetts District Office Fitchburg, Massachusetts, 36 FLRA 655, 665-66 (1990) (SSA, Fitchburg). Where a decision to make a change in conditions of employment is itself negotiable, however, the effect of the change on working conditions is not relevant. See, for example, Department of Health and Human Services and Social Security Administration, 30 FLRA 922, 926 (1988).

Consistent with an agency's obligation to bargain, an agency may not implement changes in conditions of employment of unit employees, without

agreement of the union, except in specific circumstances. In other words, with specific exceptions, an agency is required to maintain the status quo during the bargaining process. See generally Order Denying Request for General Ruling, 31 FLRA 1294 (1988). Those circumstances include, among others, ones where the union has not timely requested bargaining or timely requested the services of the Federal Service Impasses Panel, or where implementation is consistent with the necessary functioning of the agency. Id. at 1295-97. See also Department of Health and Human Services, Social Security Administration, and Social Security Administration, Field Operations, Region II, 35 FLRA 940, 948-51 (1990); Social Security Administration, 35 FLRA 296, 301-03 (1990). In addition, an agency's implementation of a change does not violate the Statute if "all" of a union's proposals regarding the change are nonnegotiable. Department of Health and Human Services, Social Security Administration, Baltimore, Maryland, 31 FLRA 651, 656 (1988) (SSA, Baltimore).

In accordance with the foregoing, proposals which require an agency to maintain the status quo during the bargaining process, consistent with its obligation to bargain, are negotiable procedures under the Statute. For example, in Overseas Education Association, Inc. and Department of Defense Dependents Schools, 29 FLRA 734, 739-42 (1987) (OEA), enforced as to other matters by en banc order sub nom. Department of Defense Dependents Schools v. FLRA, No. 87-1735 (D.C. Cir. June 22, 1990), the Authority found that a proposal stating that "[t]he proposed change(s) shall not be implemented during bargaining, during impasse if a party has invoked impasse resolution procedures, or pending the decision of a negotiability appeal unless a compelling need exists[]" was a negotiable procedure under section 7106(b)(2) of the Statute. The Authority found that the proposal would not prevent the Agency from implementing changes if it was later determined that the Agency was not obligated to bargain on the substantive matter at issue. Id. at 741. See also American Federation of Government Employees, AFL-CIO, Local 2272 and Department of Justice, U.S. Marshals Service, District of Columbia, 9 FLRA 1004, 1015-16 (1982); American Federation of Government Employees, AFL-CIO and Air Force Logistics Command, Wright-Patterson Air Force Base, Ohio, 2 FLRA 604, 623 (1980), enf'd sub nom. Department of Defense v. FLRA, 659 F.2d 1140 (D.C. Cir. 1981), cert. denied sub nom. AFGE v. FLRA, 455 U.S. 945 (1982).

B. The Change Concerns Conditions of Employment

The Agency asserts that the change in the starting and quitting times of the day shift, with the attendant change in the overlap between shifts, "is not a change in the conditions of employment but a change in the assignment of duties." Statement of Position at 8. We disagree.

With exceptions not relevant here, section 7103(a)(14) of the Statute defines conditions of employment as "personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions[.]" A determination as to whether a change concerns a condition of employment is based on the subject matter of the change and whether (1) that subject matter pertains to bargaining unit employees; and (2) there is a direct connection between the subject matter and the work situation or employment relationship of unit employees. See generally Antilles Consolidated Education Association and Antilles Consolidated School System, 22 FLRA 235, 237 (1986). See also SSA, Fitchburg, slip op. at 12.

It is clear that the change in the starting and quitting times of the day shift pertained to unit employees and that there is a direct connection between starting and quitting times and the work situation of unit employees. In fact, an employee's hours of work are inextricably linked with an employee's work situation. That is, an employee's starting and quitting times clearly are prerequisites, and hence conditions, of employment. See Fort Stewart Schools v. FLRA, 110 5. Ct. 2043, 2047

(1990) (Fort Stewart) (definition of "conditions of employment" suggests that the phrase refers to "qualifications demanded of, or obligations imposed upon, employees.").

We conclude, therefore, that the change in the starting and quitting times of the day shift constitutes a change in conditions of employment. See Department of the Air Force, Scott Air Force Base, Illinois, 33 FLRA 532, 541-44 (1988), aff'd sub nom. National Association of Government Employees, Local R7-23 v. FLRA, 893 F.2d 380 (D.C. Cir. 1990). See also Veterans Administration, Washington, D.C., 22 FLRA 612 (1986).

We note, in this regard, as did the Agency, the decision of the U.S. Court of Appeals for the Fifth Circuit in United States Immigration and Naturalization Service v. FLRA, 834 F.2d 515 (5th Cir. 1987) (INS). In that case, the court held that the agency's decision to change a work rotation schedule constituted an exercise of the agency's right to assign work. The court stated that the case fell "more closely under an 'assignment of work' classification than a change in a 'condition of employment.'" Id. at 518. The court also stated that the change was "more correctly categorized as simply work scheduling under an existing work assignment that does not have the effect of changing conditions of employment." Id.

It is not clear from the court's statements whether, in the court's view, a finding that the change constituted an exercise of the agency's right to assign work compelled a conclusion that the change did not affect conditions of employment. Consistent with long-standing Authority case law, however, as well as the recent decision of the Supreme Court in Fort Stewart, it is clear that the two matters are not mutually exclusive. There is, quite simply, no support for the assertion that an exercise of a management right which changes conditions of employment is not bargainable at all. Rather, as discussed extensively above, a change resulting from an exercise of a management right is negotiable as to its impact and implementation.

C. The Decision to Change the Work Schedule Constitutes an Exercise of the Agency's Rights to Assign Work and Determine the Numbers, Types, and Grades of Employees Assigned to a Tour of Duty

As noted previously, the Agency asserts that the decision to change the starting and quitting times of the day shift constitutes an exercise of its rights to assign work, determine the mission of the Agency, and determine the numbers, types, and grades of employees assigned to a tour of duty. Because we find, for the following reasons, that the decision constitutes an exercise of the Agency's rights to assign work and determine the numbers of employees assigned to a tour of duty, we do not address the Agency's contention with respect to its right to determine its mission.

1. Right to Assign Work

Management's right to assign work under section 7106(a)(2)(B) of the Statute includes the right to determine the particular duties to be assigned, when work assignments will occur, and to whom or what position the duties will be assigned. American Federation of Government Employees, Local 85 and Veterans Administration Medical Center, Leavenworth, Kansas, 32 FLRA 210, 216 (1988) (Leavenworth). In Leavenworth, the Authority determined that a proposal, which required the agency to provide reassigned employees with the same work schedules as they had previously, directly interfered with the agency's right to assign work. The Authority held that the proposal would preclude the agency from determining when the duties of the new positions would be performed.

Like the situation in Leavenworth, the Agency here has determined that the duties of day shift employees should be performed from 7:30 a.m. to 4 pm., rather than from 7 a.m. to 3:30 p.m. In particular, the Agency determined that, by reducing the 1-hour overlap between the midnight and day shifts to one-half hour and by creating a one-half hour overlap between the day and swing shifts, it could better accommodate the heavier workload during the day and swing shifts. The determination of the starting and quitting times of the day shift determines both

when the duties of that shift will be performed and when, and to what extent, it is necessary that the duties of that shift overlap with those of other shifts. Accordingly, we conclude that the decision to change the starting and quitting times of the day shift constitutes an exercise of the Agency's right to assign work.

2. Numbers, Types, and Grades

An agency's right, pursuant to section 7106(b)(1) of the Statute, to determine the numbers, types, and grades of employees assigned to a tour of duty encompasses the right to determine the number of employees it considers necessary to have on duty. See American Federation of Government Employees, Local 1857 and Sacramento Air Logistics Center, McClellan Air Force Base, California, 34 FLRA 909, 913 (1990). As such, the agency's right encompasses the right to determine whether, and to what extent, various work shifts will overlap. See id.; National Treasury Employees Union and Department of the Treasury, Internal Revenue Service, Andover Service Center, Andover, Massachusetts, 21 FLRA 667, 668-70 (1986).

Here, the Agency's decision to change the starting and quitting times of the day shift reduces the overlap between the midnight and the day shifts by one-half hour and creates an overlap between the day and swing shifts of one-half hour. Determining the extent of these overlaps has the effect, in turn, of determining the numbers of employees on duty at those times. We conclude, therefore, that the Agency's decision constitutes an exercise of its right to determine the numbers of employees assigned to a tour of duty under section 7106(b)(1) of the Statute.

D. The Proposal is Negotiable

1. The Trial Period

The proposal requires the Agency to (1) institute a trial period during which employees would record their commuting times under the changed schedule in order to compare those commute times with the commute times under the previous schedule; and (2) following the trial period, reinstitute the previous starting and quitting times for the day shift until the parties' negotiations are held.

We note that the proposal refers to both unit and management employees. The proposal does not, however, require the Agency to take, or refrain from taking, any particular actions with respect to employees outside the unit. Instead, by its plain terms, the second sentence of the proposal provides that "[P]ERHAPS MANAGEMENT AS WELL AS bargaining unit members" could record commute times during the trial period. Emphasis in original. This sentence provides only an option for management employees to record commute times. Moreover, although the third sentence of the proposal could be read as requiring a 7 a.m. starting time for management employees, that sentence must, in our view, be read in the context of the sentence that precedes it. When so read, we find nothing in the proposal which would require management employees to participate in the trial period or record their commute times, or require the Agency to institute a particular starting time for employees outside the unit. Accordingly, noting that neither party addresses the portions of the proposal referring to "management," we find that those portions of the proposal do not present issues to be resolved here.

The Agency's sole assertion regarding the portions of the proposal requiring a trial period is as follows:

The proposal is not limited to designating the two[-]week trial periods strictly for the purpose of assessing the impact of the new procedures on employees. The proposal specifically conditions the implementation of the new work schedules on the results of the four[-]week study.

Statement of Position at 6.*1

We reject the Agency's assertion that the proposal "specifically conditions" implementation of the new work schedule on the results of the study. The proposal states only that a "comparison of the commute times" under both schedules "would establish the validity of each party's claim." The

Union states that the intent of the proposal is to "establish by empirical evidence whether the [U]nion or management is correct" in its claims about the effects of the proposed change on employees' commute times. Petition for Review at 4. Further, as noted earlier in this decision, the Union states that "[m]anagement would also be required to 'reconsider' (not necessarily negotiate) its decision to make their schedule change once it has the data that would result from this study." Reply Brief at 3.

In our view, nothing in the plain wording of the proposal, or the Union's explanation of the proposal, would require the Agency to adhere to the results of the study in determining whether to implement the new work schedules. In other words, although the Union intends that management would be required to reconsider its decision to change the starting and quitting times of the day shift from 7:00-3:30 to 7:30-4:00 based on the results of the study, nothing in that requirement obligates the Agency to rescind its decision to change work schedules. Compare Department of Health and Human Services, Social Security Administration, Baltimore, Maryland and Mid-America Program Service Center, Kansas City, Missouri, 33 FLRA 454, 465-70 (1988) (proposal requiring the results of a 90-day study to be used to determine when and whether to implement new work procedures directly interfered with management's right to assign work).

The Agency's sole assertion regarding the negotiability of the portions of the proposal requiring the trial periods is based on a misreading of the proposal. Accordingly, we reject the Agency's assertion and conclude that the portions of the proposal regarding the trial periods are negotiable.

2. Reinstitution of Previous Schedule

The proposal also requires the Agency to reinstitute the previous schedule "until negotiations are held in Honolulu[.]" In other words, the proposal would require the Agency to maintain the status quo pending negotiations over the Agency's proposed change in work schedules. There is nothing in the proposal, or the record as a whole, to indicate that the Union intends this proposal to limit the Agency's rights to implement the change in appropriate circumstances, consistent with applicable Authority case law after negotiations are held in Honolulu. That is, even though the Union intends that the Agency would be required to reconsider its earlier decision to change work schedules, nothing in that requirement obligates the Agency to rescind its decision to change work schedules. Accordingly, the proposal only would require the Agency to maintain the status quo consistent with its bargaining obligations under the Statute until negotiations are held in Honolulu. If, consistent with those bargaining obligations, the Agency was privileged to implement the change, it is free to do so under the proposal.

Consistent with our findings that the Agency's decision to make the change constitutes an exercise of its rights to assign work and determine the numbers, types, and grades of employees assigned to a tour of duty, the Union is not entitled under the Statute to bargain over the substance of the decision. The Union is, however, entitled to bargain over the procedures by which the change is implemented and appropriate arrangements for employees adversely affected by the change. It is clear, in this regard, that there are no proposals, other than the instant one, now before us. That is, although the parties have addressed the effects of the proposal requiring the Agency to maintain the status quo pending negotiations in Honolulu, the record is silent as to what the Union would propose during those negotiations. There is, therefore, no basis on which to conclude that the Union necessarily would offer nonnegotiable proposals. Moreover, nothing in the proposal before us would prevent the Agency from declaring future proposals to be nonnegotiable and taking action consistent with such declaration.

With respect to the latter point, we note the decision of the U.S. Court of Appeals for the D.C. Circuit in United States Customs Service, Washington, D.C. v. FLRA, 854 F.2d 1414 (D.C. Cir. 1988) (Customs Service). In that case, the agency sought to implement a pilot program designed to

streamline its work procedures. The union proposed that implementation of the program "be withheld pending a study to be carried out, within six months, by [the union] to evaluate . . . the impact of the directive on bargaining unit employees." Id. at 1417. In reviewing the Authority's decision that the proposal was negotiable, the court noted that the central issue was whether the proposal was a "procedure." Id.

The court held that the proposal was not a negotiable procedure. First, the court stated that the proposal did not "entail anything for 'the agency [to] observe in exercising [its] authority' . . .; it would instead require the agency to refrain from exercising its authority, for up to six months." Id. at 1419. The court emphasized that the agency was not obligated to bargain over all procedures. Instead, the agency was obligated to bargain only over procedures "which management officials of the agency will observe IN EXERCISING ANY AUTHORITY UNDER [SECTION 7106]." Id. (emphasis in original). Second, the court held that the proposal directly interfered with the agency's right to determine the means of performing work because "[a] decision regarding the timing of a program's implementation . . . is part and parcel of the reserved management right." Id.

Subsequently, in Department of the Interior, Bureau of Land Management v. FLRA, 873 F.2d 1505 (D.C. Cir. 1989) (Interior), the court found that a proposal requiring a 10-day delay in effecting disciplinary suspensions was negotiable. Noting that the agency conceded that employees could appeal disciplinary suspensions through the parties' grievance procedure, the court found that, unlike the proposal in Customs Service, the proposal in Interior was "genuinely linked to the decision-making procedure." Interior, 873 F.2d at 1511.

Unlike the proposal in Customs Service, the proposal here requires the Agency to maintain the status quo consistent with its obligation to bargain, only during negotiations. The proposal would not delay the Agency's implementation of the change in starting and quitting times except to the extent consistent with the Agency's bargaining obligation under the Statute. The proposal simply recognizes that the change may not be implemented without satisfying the statutory obligation to bargain.

Also unlike the proposal in Customs Service, the proposal here would enable the parties, consistent with their mutual obligation to bargain, to establish the procedures by which the change would be implemented, as well as appropriate arrangements for any unit employees adversely affected by the exercise of those rights. The proposal is, therefore, like the proposal in Interior, "genuinely linked to the decision-making procedure." Interior, 873 F.2d at 1511.

In sum, the requirement that the Agency reinstitute the previous work schedule until negotiations are held over the proposed change does not interfere with the Agency's rights under the Statute. The proposal requires only that the Agency satisfy whatever its bargaining obligations are under the Statute before implementing the change. Accordingly, the proposal is negotiable.

E. Remaining Issues

Finally, we note that the Authority resolves, in negotiability proceedings, only issues relating to the duty to bargain under section 7117 of the Statute. We have, therefore, determined only that the proposal is negotiable. To the extent to which there are other issues regarding the duty to bargain over the proposal in this case, such as whether the effects of the change were sufficient to give rise to a bargaining obligation,*2 those issues should be resolved in other appropriate proceedings. See, for example, American Federation of Government Employees, AFL-CIO, Council of Prison Locals, Local 1661 and U.S. Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Danbury, Connecticut, 29 FLRA 990, 993 (1987), rev'd as to other matters sub nom. U.S. Department of Justice, Federal Bureau of Prisons, Federal Correction Institution, Danbury, Connecticut v. FLRA, No. 87-1762 (D.C. Cir. Aug. 9, 1990).

V. Order

The Agency shall, upon request or as otherwise agreed to by the parties, bargain over the Union's proposal.

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1. Whether the proposal requires a 2-week trial period or a 4-week study is of no significance to our decision.

2. With respect to this issue, the parties may wish to refer to SSA, Fitchburg, 36 FLRA at 665-66.

